

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

DATAPRO INTERNATIONAL, INC., a
Delaware Corporation,

Plaintiff,

v.

NEXARK, INC., a California corporation
d/b/a SABRENT,

Defendant.

No. _____

**COMPLAINT FOR DAMAGES
AND INJUNCTIVE RELIEF**

DEMAND FOR JURY TRIAL

COMES NOW DataPro International, Inc., by and through its attorneys Meltzer Grant
LLC, and alleges as follows:

PARTIES

1. Plaintiff DataPro International, Inc. ("DataPro") is a Delaware Corporation
with a principal place of business at 1144 NW 52nd St, Seattle, WA 98107.

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF - 1

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PORTLAND, OR 97214
503-345-6912

1 2. Upon information and belief, Defendant Nexark, Inc. d/b/a Sabrent
2 (“Sabrent”) is a California corporation with its principal place of business at 238 S. Mission
3 Road, Los Angeles, CA 90033.

4 **JURISDICTION AND VENUE**

5 3. This is a civil action seeking damages and injunctive relief for copyright
6 infringement, for willful copyright infringement, for falsification of copyright management
7 information, and for removal or alteration of copyright management information.

8 4. The Court has original subject matter jurisdiction over this action pursuant to
9 the provisions of the Copyright Act, 17 U.S.C. § 101 *et seq.*, and 28 U.S.C. § 1331 (federal
10 question).

11 5. The Court has personal jurisdiction over the Defendant, who has sufficiently
12 continuous, systematic, and routine contacts with Washington to establish such jurisdiction,
13 by marketing, selling, and distributing their products to distributors and consumers in
14 Washington, and by copying DataPro materials that reside in Washington.

15 6. Venue in Federal District Court for the Western District of Washington is
16 proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of Defendant’s wrongful
17 acts alleged herein occurred in and caused injury to DataPro in Washington.

18 **BACKGROUND**

19 7. Plaintiff DataPro is in the business of manufacturing and selling data cable
20 products, connectors, and related accessories. To promote its products and services, DataPro
21 maintains a detailed website containing text, graphics, and photographs at www.DataPro.net.
22 The DataPro website was created and is maintained in Seattle, WA.

23 COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF - 2

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1 8. The DataPro website is protected under United States copyright law. DataPro
2 has a registered copyright in its website with the United States Copyright Office. It received
3 copyright certificate # TXu 1-596-528, effective October 24, 2008 (the “DataPro Web Pages
4 Copyright”). A true and correct copy of this certificate is attached to this Complaint as Exhibit
5 A. A Representative sample of the materials covered by the DataPro Web Pages Copyright is
6 attached to this Complaint as Exhibit B.
7

8 9. The DataPro website contains a copyright notice on each page, which states “©
9 1995-2012 DataPro International Inc.” Aside from the appropriate adjustments to the range of
10 years, this copyright notice has been present since DataPro created the first version of its
11 website in 1995.
12

13 10. In addition to this copyright notice, the pages on the DataPro website featuring
14 material registered under the DataPro Web Pages Copyright display a separate notice: “Written
15 by Anthony van Winkle for DataPro International Inc. Unauthorized duplication strictly
16 prohibited.”
17

18 11. Upon information and belief, Sabrent is a competitor business to DataPro that
19 also sells data cable products, connectors, and accessories.
20

21 12. On or around February 24, 2012, DataPro discovered that Directron.com, an
22 online “Computer Super Store” based in Houston, was using substantial material from the
23 DataPro Web Pages Copyright on its web page www.directron.com/usbexc2.html.
24

25 13. Correspondence from Directron.com to DataPro on March 7, 2012, disclosed
26 that “the text in question was a simple copy from the manufacturer, Sabrent’s website.”
27

1 14. Upon information and belief, Sabrent, without authorization, was using
2 substantial material from the DataPro Web Pages Copyright in order to sell its competing
3 products on its web pages.

4 15. DataPro, through investigation, further discovered that Sabrent had distributed
5 substantial material from the DataPro Web Pages Copyright, without authorization, to
6 numerous vendors online, including some of America's largest online retailers, such as
7 Amazon.com, Walmart.com, and BarnesandNoble.com.

8 16. DataPro first sent formal written notice of copyright infringement to Sabrent on
9 April 18, 2012, to which Sabrent did not respond.

10 17. DataPro sent further correspondence concerning the DataPro Web Pages
11 Copyright to Sabrent on June 18, 2012.

12 18. On June 25, 2012, a representative from Sabrent telephoned DataPro, apologized
13 for the infringement, and requested a list of violations from DataPro's investigations so that
14 Sabrent could remove the infringing materials.

15 19. DataPro provided this list to Sabrent on July 3, 2012.

16 20. Although Sabrent purported to remedy its infringement, many of the websites
17 to which Sabrent distributed the material continue to display substantial material from the
18 DataPro Web Pages Copyright as provided by Sabrent.

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24 **FIRST CAUSE OF ACTION—COPYRIGHT INFRINGEMENT OF THE DATAPRO WEB**

25 **PAGES COPYRIGHT**

26
27 COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF - 4

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1 21. Plaintiff DataPro incorporates paragraphs 1 through 20 above, as though fully set
2 forth herein.

3 22. DataPro holds a valid and exclusive copyright to the work known as the DataPro
4 Web Pages that is a subject of this action and that is evidenced by its copyright registration
5 certificate.

6
7 23. As set forth above, without authorization from DataPro and despite copyright
8 notice on the DataPro Web Pages, Defendant willfully copied substantial portions of the
9 DataPro Web Pages, displayed that copy to the public through its website, and distributed that
10 copy to its customers.

11
12 24. The actions and conduct by Defendant as described above infringe upon
13 DataPro's exclusive rights granted under 17 U.S.C. § 106 to reproduce, display, make derivative
14 works from, and distribute its copyrighted work to the public.

15 25. Such actions and conduct constitute copyright infringement under 17 U.S.C. §
16 501.

17
18 26. As a result of the copyright infringement described above, DataPro is entitled to
19 relief, including, but not limited to, injunctive relief, actual or statutory damages, statutory
20 costs and attorneys' fees, and prejudgment interest.

21
22
23 **SECOND CAUSE OF ACTION—REMOVAL OR ALTERATION OF COPYRIGHT**

24 **MANAGEMENT INFORMATION FOR THE DATAPRO WEB PAGES COPYRIGHT**

25 27. Plaintiff DataPro incorporates paragraphs 1 through 26 above, as though fully set
26 forth herein.

27 COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF - 5

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1 28. Although DataPro conveyed Copyright Management Information (“CMI”) in
2 connection with its own copies of the DataPro Web Pages, Sabrent intentionally removed or
3 altered this CMI from Sabrent’s copies of the DataPro Web Pages without authority of DataPro.

4 29. Sabrent distributed copies of the CMI to its customers knowing that the CMI
5 had been removed or altered without authority of DataPro.

6 30. Sabrent distributed copies of the DataPro Web Pages to its customers knowing
7 that the CMI had been removed or altered without authority of DataPro.

8 31. Sabrent took the actions alleged in paragraphs 28–30 knowing, or having
9 reasonable grounds to know, that its actions will induce, enable, facilitate or conceal
10 infringement.

11 32. Such actions and conduct constitute the removal or alteration of copyright
12 management information under 17 U.S.C. § 1202(b).

13 33. As a result of the removal or alteration of CMI as described above, DataPro is
14 entitled to relief, including, but not limited to, injunctive relief, actual or statutory damages,
15 statutory costs and attorneys’ fees, and prejudgment interest.

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20 **THIRD CAUSE OF ACTION—FALSIFICATION OF COPYRIGHT MANAGEMENT**
21 **INFORMATION FOR THE DATAPRO WEB PAGES COPYRIGHT**

22 34. Plaintiff DataPro incorporates paragraphs 1 through 33 above, as though fully set
23 forth herein.

24 35. Upon information and belief, during Sabrent’s own use of substantial portions
25 of the DataPro Web Pages, Sabrent’s web page www.sabrent.com/category/mac-
26 COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF - 6
27

1 compatible/USB-EXC2 displayed the copyright notice "Copyright © 1996-2011 Sabrent - All
2 Rights Reserved."

3 36. Upon information and belief, during Sabrent's own use of substantial portions
4 of the DataPro Web Pages, Sabrent's web page [www.sabrent.com/category/mac-compatible/CB-](http://www.sabrent.com/category/mac-compatible/CB-USBXT)
5 USBXT displayed the copyright notice "Copyright © 1996-2011 Sabrent - All Rights Reserved."

6
7 37. Upon information and belief, Sabrent distributed false CMI to its customers.

8 38. By placing its own copyright notice on the unauthorized copies of the DataPro
9 Web Pages that Sabrent displayed on its website, Defendant knowingly provided and
10 distributed to its customers false copyright management information with the intent to enable,
11 facilitate, or conceal infringement.

12
13 39. Such actions and conduct constitute the falsification of copyright management
14 information under 17 U.S.C. § 1202(a).

15 40. As a result of the falsification of copyright management information as
16 described above, DataPro is entitled to relief, including, but not limited to, injunctive relief,
17 actual or statutory damages, statutory costs and attorneys' fees, and prejudgment interest.

18
19 **PRAYER FOR RELIEF**

20 WHEREFORE, DataPro prays for the following relief:

21 A. On the First Cause of Action, for an award of Defendant's profits and for actual
22 damages in such amount as may be found, or for statutory damages of not less than \$750 or
23 more than \$30,000 per copy pursuant to 17 U.S.C. § 504(c)(1). Alternatively, for an award of up
24 to \$150,000 upon a finding of willful infringement pursuant to 17 U.S.C. § 504(c)(2). And for an
25 order permanently enjoining Defendant from infringing Plaintiff's copyrighted website
26

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1 pursuant to 17 U.S.C. § 502 and for an award of costs and attorneys' fees pursuant to 17 U.S.C. §
2 505.

3 B. On the Second Cause of Action, for an award of Defendant' profits and for
4 actual damages in such amount as may be found, or for statutory damages of not less than
5 \$2,500 or more than \$25,000 per violation pursuant to 17 U.S.C. § 1203(c)(3)(b). And for an
6 order permanently enjoining Defendant from removing or altering Plaintiff's copyright
7 management information pursuant to 17 U.S.C. § 1203(b)(1) and for an award of costs and
8 attorneys' fees pursuant to 17 U.S.C. §§ 1203(b)(4)-(5).

10 C. On the Third Cause of Action, for an award of Defendant' profits and for actual
11 damages in such amount as may be found, or for statutory damages of not less than \$2,500 or
12 more than \$25,000 per violation pursuant to 17 U.S.C. § 1203(c)(3)(b). And for an order
13 permanently enjoining Defendant from falsifying copyright management information
14 pursuant to 17 U.S.C. § 1203(b)(1) and for an award of costs and attorneys' fees pursuant to 17
15 U.S.C. §§ 1203(b)(4)-(5).

18 D. For prejudgment interest on the amount of the award to Plaintiff;

19 E. And for such other and further relief as the Court deems equitable, proper, and
20 just.

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25 [Signature page follows]

1 DATED: October 23, 2012

2
3 MELTZER GRANT LLC

4 by /s/ Eric S. Meltzer

5 Eric S. Meltzer, WSBA #40203

6 John E. Grant, III WSBA #39539

7 Attorneys for DataPro International, Inc.

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11 E: john@meltzergrant.com

EXHIBIT A

COPYRIGHT CERTIFICATE TXu 1-596-528

COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF -
EXHIBITS

MELTZER GRANT LLC
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Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Acting Register of Copyrights, United States of America

Registration Number:

TXu 1-596-528

**Effective date of
registration:**

October 24, 2008

Title _____

Title of Work: DataPro Web Pages

Completion/ Publication _____

Year of Completion: 2008

Author _____

■ **Author:** DataPro International Inc.

Author Created: text, photograph(s), compilation, editing, artwork

Work made for hire: Yes

Citizen of: United States

Domiciled in: United States

Copyright claimant _____

Copyright Claimant: DataPro International Inc.

1144 NW 52nd St., Seattle, WA, 98107, United States

Rights and Permissions _____

Organization Name: DataPro International inc.

Name: To whom it may concern

Email: info@datapro.net

Telephone: 206-782-5259

Address: 1144 NW 52nd Street

Seattle, WA 98107 United States

Certification _____

Name: Michael Williams

Date: October 23, 2008

Copyright Office notes: Regarding author information: Original application gave the author created statement as: text, photograph(s), compilation, editing, computer program, artwork; deposit consists of text, photograph(s), compilation, editing, artwork only

EXHIBIT B

REPRESENTATIVE SAMPLE OF DATAPRO WEB PAGES

Product Search

Search

Quick-Link Catalog

[Face Plates](#)
[Panel-Mount Cables](#)
[USB & FireWire](#)
[Video Cables](#)
[Video Electronics](#)
[Keyboard & Mouse](#)
[Networking](#)
[Fiber Optic](#)
[Wireless Products](#)
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All About DVI

DataPro Tech Info > All About DVI

Search

A Complete Guide to the Digital Video Interface

- [What is DVI?](#)
- [What are the DVI Formats?](#)
- [What are single and dual links?](#)
- [How far does DVI go?](#)
- [How do I know which cable to use?](#)
- [How to recognize a DVI Cable](#)
- [List of DataPro DVI Products](#)



Not sure what cable you need?
We have a DVI cable guide!

WHAT IS DVI ?

DVI stands for (D)igital (V)ideo (I)nterface.

DVI is a popular form of video interface technology made to maximize the quality of flat panel LCD monitors and modern video graphics cards. It was a replacement for the short-lived P&D Plug & Display standard, and a step up from the digital-only DFP format for older flat panels. DVI cables are very popular with video card manufacturers, and most cards nowadays include one or two DVI output ports.

In addition to being used as the standard computer interface, the DVI standard was, for a short while, the digital transfer method of choice for HDTVs and other high-end video displays for TV, movies, and DVDs. Likewise, even a few top-end DVD players have featured DVI outputs in addition to the high-quality analog Component Video. The digital market has now settled on the [HDMI interface](#) for high-definition media delivery, and DVI more exclusive to the computer market.

WHAT ARE THE DVI FORMATS ?

There are three types of DVI connections: DVI-Digital, DVI-Analog, and DVI-Integrated

DVI-D - True Digital Video



DataPro

If you are connecting a DVI computer to a DVI monitor, **this is the cable you want.**

DVI-D cables are used for direct digital connections between source video (namely, video cards) and LCD monitors. This provides a faster, higher-quality image than with analog, due to the nature of the digital format. All video cards initially produce a digital video signal, which is converted into analog at the VGA output. The analog signal travels to the monitor and is re-converted to a digital signal. DVI-D eliminates the analog conversion process and improves the connection between source and display.

DVI-A - High-Res Analog**DataPro**

If you are connecting a DVI computer to a VGA monitor, **this is the cable you want.**

DVI-A are used to carry a DVI signal to an analog display, such as a CRT monitor or budget LCD. The most common use of DVI-A is connecting to a VGA device, since DVI-A and VGA carry the same signal. There is some quality loss involved in the digital to analog conversion, which is why a digital signal is recommended whenever possible.

[see all DVI-A cables](#)

DVI-I - The Best of Both Worlds**DataPro**

DVI-I cables are integrated cables which are capable of transmitting either a digital-to-digital signal or an analog-to-analog signal. This makes it a more versatile cable, being usable in either digital or analog situations.

Like any other format, DVI digital and analog formats are non-interchangeable. This means that a DVI-D cable will not work on an analog system, nor a DVI-A on a digital system. To connect an analog source to a digital display, you'll need a [VGA to DVI-D electronic convertor](#). To connect a digital output to an analog monitor, you'll need to use a DVI-D to VGA convertor (currently unavailable).

[see all DVI-I cables](#)

WHAT ARE SINGLE AND DUAL LINKS ?

The Digital formats are available in DVI-D [Single-Link](#) and [Dual-Link](#) as well as DVI-I Single-Link and [Dual-Link](#) format connectors. These DVI cables send information using a digital information format called TMDS (transition minimized differential signaling). Single link cables use one TMDS 165Mhz transmitter, while dual links use two. The dual link DVI pins effectively double the power of transmission and provide an increase of speed and signal quality; i.e. a DVI single link 60-Hz LCD can display a resolution of 1920 x 1200, while a DVI dual link can display a resolution of 2560 x 1600.

HOW FAR IS THE DVI MAXIMUM LENGTH?

The official DVI specification mandates that all DVI equipment must maintain a signal at 5 meters (16 feet) in length. But many manufacturers are putting out much stronger cards and bigger monitors, so the maximum length possible is never exact.

Although the mandated DVI spec is 5 meters, we do carry cables up to 25 feet, and have successfully extended them even longer than that (although results do vary depending on hardware). For guaranteed signal quality on long runs, you should consider using a [powered DVI signal booster](#).

There is a common misconception regarding digital video cables, which is the belief that an "all digital" signal is an either-or result: either the cable works, or it doesn't. In reality, while there is no signal degradation in digital video like there is with analog, cable quality and length can make a difference in your picture.

When a DVI run is unstable, you may see artifacts and "sparkling" pixels on your display; further degradation tends to flicker out or shake, and the ultimate sign of loss is a blank display. In-house tests on varying equipment have produced strong signals up to 9 and 10 meters long. Tests at 12 meters generally resulted in signal noise and an unusable image on the display, and anything longer rendered no image at all.

Keep in mind that when using DVI-I cables at extensive lengths, you may not be seeing a digitally-clear image on your screen. Because analog has a much longer run, your display may auto-switch once the digital signal is too weak. For this reason, long runs are best done with VGA (for analog) or HDMI (for digital). If you have no option other than DVI, make sure you're getting

the best image by using DVI-D cables and verifying that your display is set to digital input.

HOW DO I KNOW WHICH CABLE TO USE?

Determining which type of DVI cable to use for your products is critical in getting the right cable the first time. Check both of the female DVI plugs to determine what signals they are compatible with.

- If one or both connections are DVI-D, you need a [DVI-D cable](#).
- If one or both connections are DVI-A, you need a [DVI-A cable](#).
- If one connection is DVI and the other is VGA, **and** the DVI is analog-compatible, you need a [DVI to VGA cable](#) or a [DVI/VGA adaptor](#).
- If both connections are DVI-I, you may use any DVI cable, but a [DVI-I cable](#) is recommended.
- If one connection is analog and the other connection is digital, there is no way to connect them with a single cable. You'll have to use an electronic converter box, such as our [analog VGA to digital DVI/HDMI converter](#).

If you still have questions, look at our [DVI cable guide](#) for an easy-to-use chart to help you find the right cable for you.

HOW TO RECOGNIZE A DVI CABLE

There are two variables in every DVI connector, and each represents one characteristic.

The flat pin on one side denotes whether the cable is digital or analog:

- A flat pin with four surrounding pins is either DVI-I or DVI-A
- A flat pin alone denotes DVI-D

The pinsets vary depending on whether the cable is single-link, dual-link, or analog:

- Two separated 9-pin sets (rows of 6) for a single-link cable
- A solid 24-pin set (rows of 8) for a dual-link cable
- A separated 8-pin and 4-pin set is for DVI-A.

DVI Connector Guide

DVI-D Single Link

Digital Only



Two sets of nine pins, and a solitary flat blade

DVI-A

Analog Only



One set of eight pins and one set of four pins, with four contacts around the blade

DVI-I Single Link

Digital & Analog



Two sets of nine pins and four contacts around the blade

DVI-D Dual Link

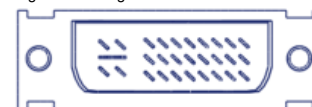
Digital Only



Three rows of eight pins and a solitary flat blade

DVI-I Dual Link

Digital & Analog



Three rows of eight pins and four contacts around the blade

List of DataPro DVI Cables:

- 1141 [DVI-D Single Digital Video Cable](#) - for simple computer/monitor setups
- 1142 [DVI-D Dual Digital Video Cable](#) - the most DVI cable for most applications
- 1149 [DVI-D Dual Digital Video Extension Cable](#) - for a longer DVI connection

- 1143 [DVI-I Panelmount Extension Cable](#) - for installing a DVI port on a plate or bulkhead

- 1145 [DVI-I Analog to VGA/SVGA Video Cable](#) -for connecting a DVI computer to a VGA monitor
- 1145-A [DVI Analog Male to VGA Female Adaptor](#) - for converting a DVI port into a VGA port
- 1145-B [DVI Analog Female to VGA Male Adaptor](#) - for converting a VGA port into a DVI port

- 1146 [DVI-A Analog Video Cable](#) - for analog-only signals over a DVI connector
- 1148 [DVI-I Dual Digital & Analog](#) - for dual digital/analog data capabilities
- 1140 [DVI-I DIG/ANA Extension Cable \(M/F\)](#) - for extending both digital and analog signals

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